

A G R E E M E N T

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

(Custodial and Maintenance Employees)

X JULY 1, 1986 through JUNE 30, 1989

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS CLAUSE	2
III	UNION SECURITY	4
IV	CHECK-OFF	4
V	PROBATIONARY PERIOD	5
VI	SENIORITY	6
VII	WORK SCHEDULES	7
VIII	HOURS OF WORK AND OVERTIME	8
IX	FORCE REDUCTION	10
X	JOB VACANCIES, NEW JOBS CREATED, OR PROMOTIONS	11
XI	GRIEVANCE PROCEDURE AND ARBITRATION	12
XII	HOLIDAYS	17
XIII	PAID VACATIONS	18
XIV	ABSENCE	20
XV	RIGHTS AND BENEFITS	23
XVI	HEALTH BENEFIT INSURANCE	24
XVII	DISCHARGE	25
XVIII	MISCELLANEOUS PROVISIONS	26
XIX	SEPARABILITY AND SAVINGS CLAUSE	27
XX	WAGES	27
XXI	TERMINAL LEAVE	28
XXII	DURATION OF AGREEMENT	29
	SALARY GUIDE AND CLASSIFICATION	30

PREAMBLE

This Agreement made and entered into this 21st day of March, 1988, between the MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION, hereinafter referred to as the "Board", and the MATAWAN REGIONAL TEACHERS ASSOCIATION, a labor organization hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the Association has presented proof that it represents a substantial majority of a unit composed of all custodial and maintenance employees;

AND

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole and exclusive bargaining agent for all custodial and maintenance employees of the Board;

AND

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of all custodial and maintenance employees of the Board with respect to the terms and conditions of employment,

NOW, THEREFORE, it is mutually agreed between the parties, as follows:

ARTICLE I
RECOGNITION

A. Representation

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for all custodial and maintenance employees now employed or to be employed by the Board.

B. Bargaining Unit

The bargaining unit shall consist of all custodial and maintenance employees of the Board. All other employees of the Board are excluded from the collective bargaining unit.

C. Definition

Wherever used herein, the term "employee" shall mean and be construed only as referring to a custodial and maintenance employee of the Board.

ARTICLE II
MANAGEMENT RIGHTS CLAUSE

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees, to relieve employees from duty because of lack of work, or other legitimate reasons. Where the Board has agreed to procedures in the above areas, the Board will follow said procedures.

3. To decide upon the means and methods of operations, the selection of materials and equipment.

4. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, subject to this Agreement.

5. To take whatever actions may be reasonably necessary to carry out the mission of the school district in situations of emergency.

6. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

ARTICLE III

UNION SECURITY

A. The Board agrees it will give effect to the following form of Union Security.

1. It is agreed that at the time of hiring, the Board will inform newly hired employees who fall within the bargaining unit, that they may join the Association thirty one (31) days thereafter.

ARTICLE IV

CHECK-OFF

A. The Board hereby agrees to deduct from the wages of employees by means of check-off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e and to transmit same to Association. The Board, after receipt of written authorization from such individual employees, agrees to deduct from the salaries of said employees, their monthly dues. Such deductions shall be made from the first salary paid to each employee during the month.

B. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Association as to the amount of the dues. The total amount deducted shall be paid to the local Association within ten (10) days after such deduction is made.

C. The Board agrees to forward to the Association, the full name and address or application obtained from the shop steward for all new employees who become eligible for membership. The Board further agrees to notify the Association when unit employees are discharged, granted leaves of absence, are absent due to illness or injury, on vacation, or leave the employ of the Board for any reason whatsoever when submitting the dues deduction list to the Association office each month.

ARTICLE V

PROBATIONARY PERIOD

A. The first thirty (30) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board, through its representatives, may request of the Association an extension of the probationary period for an additional thirty (30) days where the Board believes the thirty (30) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE VI

SENIORITY

A. The Board shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire on a system-wide job classification basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee in order until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Board. The provisions of this Article shall be subject to requirements of Title 18A:17-3.

B. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "seniority list." Such seniority list shall be kept up to date with additions and subtractions as required.

C. Employee's seniority shall be deemed lost for the following reasons:

1. Justifiable discharge.
2. Resignation.
3. Layoff for a period of one (1) year.
4. Failure to reply within eight (8) days after an employee is notified by registered letter delivered to last known address by Board on recall of layoff.

D. One (1) shop steward shall be granted top seniority for the purposes of lay-off.

ARTICLE VII

WORK SCHEDULES

A. Work Week

1. Monday through Friday, both inclusive, shall be comprised of five (5) days of eight (8) hours each, subject to the exception relating to maintenance employees set forth in Section D, Article VIII.

2. During the summer recess period (July through August), the normal work week shall be from Monday through Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.

B. 1. During the academic school year (September through June), the normal work day shall be in accordance with the following:

CUSTODIAL EMPLOYEES:

Schedule A	-	6:30 A.M. to 3:00 P.M.
Schedule B	-	10:00 A.M. to 6:30 P.M.
Schedule C	-	1:00 P.M. to 9:30 P.M.
Schedule D	-	2:30 P.M. to 11:00 P.M.
Schedule E	-	4:30 P.M. to 1:00 A.M.
Schedule F	-	8:00 A.M. to 4:30 P.M.
Schedule G	-	11:00 P.M. to 7:00 A.M.

MAINTENANCE EMPLOYEES:

Schedule H	-	8:00 A.M. to 4:30 P.M.
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2. During the summer recess period (July through August), the normal work day shall be in accordance with the following:

CUSTODIAN EMPLOYEES:

Schedule I - 7:00 A.M. to 3:30 P.M.

MAINTENANCE EMPLOYEES:

Schedule J - 7:00 A.M. to 3:30 P.M.

C. Premium Rates

For the duration of this contract, employees who are scheduled to work on Schedule D and Schedule E, as set forth in 1 of Section B, shall receive fifteen cents (\$.15) per hour premium for each hour worked on said schedule. Employees who are scheduled to work on Schedule G, as set forth in 1 of Section B, shall receive twenty cents (\$.20) per hour premium for each hour worked on said schedule.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. The normal work week shall consist of forty (40) hours and shall be comprised of five (5) consecutive days of eight (8) hours each.

B. Any work performed beyond forty (40) hours in any work week shall be considered overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

C. Any work performed on Sunday shall be compensated for at double the hourly rate of pay.

D. The scheduled work week shall be from Monday to Friday. However, in order to provide maintenance coverage on Saturdays, the Board shall have the right to schedule from Tuesday through Saturday. Assignment of employees, not to exceed four (4), to a Tuesday through Saturday schedule shall be restricted to maintenance personnel employed after July 1st, 1969.

E. It is understood that holiday pay shall be considered as time worked for the purpose of computing overtime.

F. Employees called to work prior to the start of their normally assigned shift shall be paid overtime for any such time worked.

G. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours pay at one and one half (1-1/2) times the employee's regular rate of pay.

H. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift of Thursday of that week except for emergencies.

I. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

J. Overtime shall be distributed equally as practical among the employees qualified and capable of performing the work available. Overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

K. Hours of work shall not be reduced during an established work week or work schedule for the purpose of avoiding overtime payment.

ARTICLE IX

FORCE REDUCTION

A. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this Agreement.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply; namely, the last employee laid off shall be first to be rehired. The provisions of the Article shall be subject to the provisions of Title 18A:17-4.

C. The shop steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

ARTICLE X

JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

A. The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must sign the notice. A copy of such notice shall be sent to the shop steward in addition to being posted on the bulletin board.

B. The successful bidder and the Association shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance. If there are no successful bids, the Board may appoint or hire to fill such job.

C. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board, during the said trial period, that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and has previously performed the higher rated position, such employee shall receive the higher rate immediately.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

A. DEFINITIONS

Grievance - A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by him as a result of a violation, misinterpretation, or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy or Board and/or administrative practice governing or affecting employees except that the term "grievance" shall not apply to:

- (1) Any rule or regulation of the State Department of Education having the force and effect of law.
- (2) Any rule or regulation of the State Commissioner of Education having the force and effect of law.
- (3) Any matter which, according to law, is beyond the scope of Board authority.
- (4) Any matter which, according to law, is exclusively within the discretion of the Board.

Grievant - Grievant shall mean an employee believing to have been or to be aggrieved.

Employee - An employee shall mean an employee within the negotiating unit.

Immediate Superior - The principal or such person acting as the principal in the latter's absence.

B. PRINCIPLES

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than twenty (20) calendar days following its occurrence or the time when he should have known about it. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

2. A grievant may present and process his grievance personally or through an appropriate representative. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any employee because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the superintendent or the Board, a grievant may present his grievance initially at the third step of the grievance procedure.

5. Forms developed jointly by the Board and the Association will be used for the filing of grievances.

C. PROCEDURE

STEP ONE:

(a) A grievant may initially discuss the matter identified as a grievance with the immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, sub-section 1.

STEP TWO:

(a) A grievant shall file his grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the superintendent and the Matawan Regional Teachers Association.

(b) The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it is filed.

(c) The immediate superior shall communicate his decision in writing to the grievant not later than seven (7) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the superintendent and the Matawan Regional Teachers Association.

STEP THREE:

(a) If the grievance has not been resolved at step two of the procedure, the grievant may request a hearing of his grievance by the superintendent or his designated representative. This shall be done not later than seven (7) calendar days following the principal's decision.

(b) The grievant and superintendent or his designated representative shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the hearing was requested.

(c) The superintendent or his designated representative shall communicate his decision in writing to the grievant not later than thirty (30) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Matawan Regional Teachers Association.

STEP FOUR:

(a) In the event the grievant is dissatisfied with the determination of the superintendent aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to binding arbitration. The grievant shall request in writing that the Matawan Regional Teachers Association (MRTA) submit his grievance to arbitration. If the MRTA decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the superintendent. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the superintendent and the Matawan Regional Teachers Association shall mutually agree upon a longer time period within which to assert such a demand.

(b) The superintendent may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the

Association are also applicable to the superintendent.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

(d) Within fourteen (14) calendar days after the MRTA shall have delivered the written request for arbitration, the superintendent and the MRTA shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(e) The arbitrator so selected shall confer with the superintendent and the MRTA and hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the superintendent and the Association and shall be final and binding on the parties.

(f) The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

ARTICLE XII

HOLIDAYS

A. The Board agrees to grant to all of the employees within the bargaining unit the following holidays with full days' pay at the employee's regular straight time rate of pay:

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Workday after Thanksgiving Day

Christmas Day

Day during Christmas Recess

Workday after Christmas Day

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Day during Easter Recess

Memorial Day

15th day to be selected at time of
calendar formulation

B. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2-1/2) times the employee's regular rate which shall include the holiday pay.

C. In the event that a paid holiday falls within the vacation period of an employee, the employee shall be entitled to an additional day's vacation.

D. In order to be eligible for holiday pay, an employee must work on the scheduled work day immediately preceding and following the holiday unless sick or reasonably excused.

ARTICLE XIII

PAID VACATIONS

A. Vacations

The Board agrees to grant to all employees within the bargaining unit, vacations in accordance with the following schedules:

1. New employees - if employed less than eight (8) weeks prior to July 1st, there shall be no vacation. If employed more than eight (8) weeks prior to July 1st, one (1) vacation day for each eight (8) weeks of service shall be granted.

2. Employees with more than one (1) year's service - completed years of service shall be calculated from July 1st of any year. Employees who join the unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st. Employees who join the unit between January 1st and June 30th of any year shall be deemed to have one (1) year's completed service on the July 1st of the following year.

3. Employees with one (1) year or more of service shall receive ten (10) working days vacation.

4. Employees with five (5) years or more of service shall receive fifteen (15) working days vacation.

5. Employees with ten (10) years or more of service shall receive twenty (20) working days vacation.